IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
ST. JOSEPH DIVISION

KATHY PROSOSKI-LARGE, Plaintiff, v. ST. JOSEPHôS HEATING AND PLUMBING, DEWAYNE LISTER and DOUG BURKETT And PLUMBERS AND PIPE FITTERS LOCAL LOCAL 45, *et al.* Defendants.	))))))))))))))))	Case No. 5:14-cv-06091-DGK

MEMORANDUM OF LAW IN SUPPORT OF UNION DEFENDANTS' MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM

COME NOW Defendants Plumbers and Pipe Fitters Local 45 and Gary Silvey, Jr. (ñUnion Defendantsò), and pursuant to Fed. R. Civ. P. 12(b)(6), and for their Memorandum of Law in Support of Union Defendantsô Motion to Dismiss for Failure to State a Claim filed in this matter, state as follows:

Plaintiff originally filed this matter on June 25, 2014 in the Circuit Court of Buchanan County, Missouri in St. Joseph, against: (a) her former employer, Defendant St. Josephôs Heating and Plumbing, and (b) these Defendants, Local 45 and its Business Manager, Gary Silvey. As stated in Plaintiffôs Complaint, the entire case against both her employer and the Union Defendants allegedly ñarises under the Missouri Human Rights Act, RSMo. §213.010, et seq. (ñMHRAò). (Plaintiffôs Petition, ¶ 1). Plaintiffôs Complaint makes no specific allegation of wrongdoing directed at the Union Defendants, and states only generally that ñDefendantsô [sic] illegally terminated Plaintiff and/or failed to allow her to work because of her gender.ò (Petition for Damages, attached as Exhibit A and appended to Doc. 1, ¶ 19). The Union removed the action to this Court, since this Plaintiffôs allegations against the Union imply a violation of the exclusive federal ñduty of fair representationò (ñDFRò) that arises by virtue of the Unionôs authority under Section 9(a) of the National Labor Relations Act (ñNLRAò), 29 U.S.C. § 159(a), to act as the exclusive bargaining agent of the bargaining unit(s) of which Plaintiff is a member.

Plaintiff has failed to state any viable claim against the Union Defendants under either the alleged state-law cause of action, which is preempted by the federal duty of fair representation, or under the minimal pleading standards that would be necessary in order for Plaintiff to bring such a federal claim. The Unionôs authority to represent Plaintiff as the collective bargaining agent arises solely under NLRA § 9(a), which grants exclusive authority to a single representative of the bargaining unit employees. When the union assumes its authority to act as the exclusive bargaining agent, it also assumes its corresponding federal statutory duty of fair representation. Thus, Plaintiffôs purported state-law claim asserted against the Union Defendants is a claim for breach of the duty of fair representation which is preempted by federal law. Further, under Section 301 of the Labor-Management Relations Act of 1947 (ñLMRAò), 29 U.S.C. § 185, completely preempts and allows removal of claims founded directly on rights created by collective-bargaining agreements, and also claims substantially dependent on analysis of a collective-bargaining agreement. Thus, Plaintiff has failed to state any cognizable claim against the Union, and her claim against the Union Defendants should be dismissed. Finally, even if Plaintiff had properly alleged a cognizable claim under the NLRA or the LMRA, Plaintiffôs claim is barred by the six-month statute of limitations for DFR claims, and accordingly should be dismissed with prejudice.

I. PLAINTIFF'S ALLEGATIONS

Plaintiff alleges that she was a member of the Defendant Union, Plumbers and Pipe Fitters Local 45 (Petition, ¶ 2), and an employee of Defendant St. Josephôs Heating and Plumbing (ñSJPHò). She worked for Defendant SJPH from April 2008 to April 2011, and then again from May 2011 until February 2013, at which time she was laid off due to lack of work (Petition, ¶ 11). At that time, she was placed on the out-of-work list at through the Local 45 union hall (Petition, ¶ 11). She alleges that it was the Union Defendantsô job to refer members out for work from this list (Petition, ¶ 12). Shortly after she was laid off, Plaintiff claims that Defendant SJPH failed to call her back to work, despite receiving a contract to work on a local school building project (Petition, ¶ 14). She alleges that SJHP used a less qualified apprentice employee as well as a ñnon-union shop handò to perform work on that contract (Petition, ¶ 14).

Plaintiff brings a single count Complaint. In Count I, Plaintiff alleges sex discrimination in violation of the MHRA against her former employer, SJPH, and these Union Defendants (Petition, ¶¶ 18-19), stating that ñDefendantsô illegally terminated Plaintiff and/or failed to allow her to work because of her genderò (Petition, ¶ 19).

II. ARGUMENT

A. STANDARD GOVERNING 12(B)(6) MOTIONS TO DISMISS

Rule 12(b)(6) of the Federal Rules of Civil Procedure authorizes motions to dismiss for failure to state a claim upon which relief can be granted. *Braden v. Wal-Mart*, 588 F.3d 585, 594 (8th Cir. 2009), explains that to ñsurvive a motion to dismiss under Rule 12(b)(6), óa complaint must contain sufficient factual matter, accepted as true, to ñstate a claim to relief that is plausible on its face.òò *Id.* (quoting *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007))). ñA claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.ò *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (internal citations omitted). Moreover, in ruling on a motion to dismiss for failure to state a claim, ñthe tenet that a court must accept as true all of the allegations contained in a complaint is inapplicable to legal conclusions. Threadbare recitals of the elements of a cause of action, supported by mere conclusory statements, do not suffice.ò *Id.*; *see also Hanten v. Sch. Dist. Of Riverview Gardens*, 183 F.3d 799, 805 (8th Cir. 1999) (stating a court need not accept as true wholly conclusory allegations); *Westcott v. City of Omaha*, 901 F.2d 1486, 1488 (8th Cir. 1990) (stating a court need not accept as true legal conclusions drawn by the pleader from the facts alleged). ñBut where the well-pleaded facts do not permit the court to infer more than the mere possibility of misconduct, the complaint has allegedð but has not óshow[n]ôð óthat the pleader is entitled to relief.ôò *Iqbal*, 556 U.S. at 679 (quoting Fed. R. Civ. P. 8(a)(2)).

Plaintiff cannot meet these standards with respect to her claims against the Union Defendants contained in the Petition for Damages. For the reasons set forth in greater detail in the following sections, Plaintiffôs Petition should be dismissed.

B. PLAINTIFFôS MOTION FAILS TO MEET MINIMUM PLEADING STANDARDS

Rule 8(a)(2) requires a ñshort and plain statement of the claim showing that the pleader is entitled to relief.ò A complaint must give the Court and the defendant fair notice of the claim being asserted and the grounds upon which it rests, sufficient to identify the issues presented and prepare an adequate defense. *Swierkiewicz v. Sorema N.A.*, 534 U.S. 506, 512 (2002).

The factual allegations against the Union contained in Plaintiffôs Petition for Damages wholly fail to state a claim upon which relief can be granted against the Union. The Petition is completely devoid of any allegation against that Union Defendant that would support a claim for discrimination. The only facts Plaintiff provides which are even relevant to the Union Defendants in any way merely describe the operation of the Local 45 hiring hall. These statements are contained in one paragraph which states:

> Once an employee is laid off they go on an óout of workô list, when you are put on this list it is Gary Silvey Jrôs (one of the Plumber and Pipefitters Local 45, union agent) job to help you find work. He provides the names from the list to the contractors to be put back to work. Mr. Silvey stated sometime in this period that Plaintiff could only do service work, but plaintiff has a full union pipe fitters work card, she took 5 years of apprenticeship like all male counterparts didò (Petition, ¶ 12).

This is the only paragraph which pertains to the Union Defendants, and the statements contained therein do not support a claim of discrimination. No further mention of the Union Defendants is made. The only allegation of wrongful conduct in the entire Petition is a single general legal conclusion that ñDefendants illegally terminated Plaintiff and/or failed to allow her to work because of her genderò (Petition, ¶ 19). This legal conclusion is apparently aimed at all of the Defendants, which class consists of a labor union, its Business Manager, a former employer, and two former managers. This Court should take only Plaintiffôs well-pleaded facts as true and disregard the conclusory allegation that the Defendants ñillegally terminatedò Plaintiff. See *Iqbal*, 556 U.S. at 678-79. Even taking all of the allegations against the Union Defendants as true, Plaintiff has alleged no facts to identify how the Union either terminated Plaintiff or failed to allow her to work specifically because of her gender. Thus, the Petition fails to provide any information to enable the Court or Union Defendants to understand Plaintiffôs alleged claims and/or to identify the issues presented.

Accordingly, the Court should find that Plaintiffôs Petition for Damages does not meet the pleading standards set forth under the Federal Rules of Civil Procedure, and dismiss the claims against the Union for failure to state a claim upon which relief can be granted.

C. PLAINTIFFôS CLAIM SEEKS DAMAGES FOR ALLEGED DISCRIMINATION BY THE UNION DEFENDANTS, AND THUS PLAINIFFôS STATE-LAW CLAIMS ARE PREEMPTED BY THE DUTY OF FAIR REPRESENTATION AND SECTION 301 OF THE LABOR-MANAGEMENT RELATIONS ACT.

a. Duty of Fair Representation Preemption

The only law cited in Plaintiffôs Petition is the Missouri Human Rights Act, RSMo. § 213.055 and RSMo. § 213.070. Under the doctrine of complete preemption, however, this Court has original jurisdiction over Plaintiffôs alleged state-law claim against the Union Defendants pursuant to 28 U.S.C. §§ 1337 and 1331. This action arises under Section 9(a) of the National Labor Relations Act (ñNLRAò), 29 U.S.C. 159(a), because Plaintiff alleges the violation of the exclusive federal ñduty of fair representationò (ñDFRò) that arises by virtue of the Unionôs authority under NLRA Section 9(a) to act as the exclusive bargaining agent of the bargaining unit(s) of which Plaintiff is a member. As such, Plaintiffôs purported state law claim is completely displaced and pre-empted by the duty of fair representation. *See Breininger v. Sheet Metal Workers Int'l Ass'n Local Union No. 6*, 493 U.S. 67, 83-84 (1989) (holding DFR claims arise under the NLRA, such that federal jurisdiction lies under 28 U.S.C. § 1337(a), granting federal jurisdiction of any civil action ñarising under any Act of Congress regulating commerceò); *BIW Deceived v. Industrial Union of Marine & Shipbuilding Workers of America Local S6, et al.*, 132 F.3d 824, 831-32 (1st Cir. 1997) (holding that ña district court possesses federal question jurisdiction when a complaint, though garbed in state-law raiment, sufficiently asserts a claim implicating the duty of fair representationò); *Richardson v. United Steelworkers of America*, 864 F.2d 1162, 1168 (5th Cir. 1989) (holding state law claims based upon unionôs misrepresentations to bargaining unit members completely preempted by DFR, and thus, were removable to federal court); *In re Glass, Molders, Pottery, Plastics & Allied Workers Int'l Union, Local 173*, 983 F.2d 725, 729 (6th Cir. 1993) (holding plaintiffôs ñpurported state claims against the Union are clearly related to its duty of fair representation. Thus, federal law clearly preempts them. . . . Consequently it is clear error for the district court to have remandedò to state court the removed state-law claims); *Thomas v. National Ass'n of Letter Carriers*, 225 F.3d 1149, 1158 (10th Cir. 2000) (holding that removed action claiming union violated state law by agreeing with employer to discriminate based upon plaintiffôs religious beliefs was within the scope of unionôs federal duty of fair representation, and thus, was preempted by federal labor law).

Plaintiffôs Petition fundamentally complains of discriminatory representation with respect to the referral and Hiring Hall Procedures contained in the Collective Bargaining Agreement. The Courts have repeatedly held that state-law discrimination claims against unions and alleged breaches of the duty to carry out the terms of a collective bargaining agreement are claims which fall squarely within the scope of the duty of fair representation. This duty is breached ówhen a unionôs conduct toward a member of the collective bargaining unit is arbitrary, discriminatory, or in bad faith.ôò) (internal citations omitted); *Thompson v. United Transportation Union*, 599 F. Supp. 2d 1075, 1083 (N.D. Iowa 2008) (stating, ñUnder [the DFR], the exclusive agentôs statutory authority to represent all members of a designated unit includes a statutory obligation to serve the interests of all members without hostility or discrimination toward any, to exercise its discretion with complete good faith and honesty, and to avoid arbitrary conduct.ò) (internal citations omitted).

Federal labor law completely preempts all state law claims that are premised upon a unionôs performance of its exclusive federal right, and corresponding exclusive duty, to represent all members of a particular bargaining unit. *See Vaca v. Sipes*, 386 U.S. at 177 (stating, ñIt is obvious that [plaintiffôs] complaint alleged a breach by the Union of a duty grounded in federal statutes, and that federal law therefore governs his cause of action.ö); *Anderson v. United Paperworkers Int'l Union*, 641 F.2d 574, 578 (8th Cir. 1981) (stating, ñThe duty of fair representation arises out of the union-employee relationship and pervades it.ö) (internal citations omitted). The complete preemptive force of federal labor law specifically extends to state-law causes of action based upon alleged discrimination by a union. *See Farmer v. United Brotherhood of Carpenters and Joiners of America*, 430 U.S. 290, 305 (1977) (holding state-law causes of action based on union discrimination are preempted, although state-law tort of outrageous conduct is not preempted if the claim is ñeither unrelated to employment discrimination or a function of the particularly abusive manner in which the discrimination is accomplished or threatened rather than a function of the actual or threatened discrimination itself.ö). Accordingly, the duty of fair representation completely preempts claims brought under state anti-discrimination statutes where the gravamen of the plaintiffõs claim is that the union failed to properly represent the plaintiffõs interest in exercising the authority conferred by Section 9(a) upon the exclusive bargaining agent. *See Pitts v. Plumbers and Steamfitters Local Union No. 33*, 718 F. Supp. 2d 1010, 1018-19 (S.D. Iowa 2010) (citing multiple cases from federal courts holding that state-law based discrimination claims against unions are preempted by and removable under federal DFR); *Jones v. Truck Drivers Local Union No. 299*, 838 F.2d 856, 860-61 (6th Cir. 1988) (holding federal duty of fair representation preempted claim against union based upon state sex discrimination statute, since DFR covers ñunfair representation whether by reason of sex discrimination, handicap discrimination, or a willful breach of responsibility to carry out clear terms of a collective bargaining agreement for the benefit of union members and employeesö); *Scott v. Graphic Communications Union Local 97-B*, 93 FEP 804 (3d Cir. 2004) (holding plaintiffõs state-law discrimination and harassment claims derived from unionõs DFR, and thus, were preempted by that same duty); *Jackson v. T&N Van Service*, 117 F. Supp.2d 457, 464 (E.D. Pa. 2000) (collecting cases and holding that plaintiffôs claim against union under state discrimination statute was preempted, since unionôs ñconduct in this case involves investigating complaints or grievances and, thus, implicates the Unionôs obligation to ensure non-discriminatory, good faith representation of the employees within the T&N bargaining unitò).

Plaintiffôs single allegation of wrongdoing against the Union Defendants is a conclusory statement that the Defendants discriminated against her on the basis of sex. Because the Courts have repeatedly held that such a claim falls squarely within the scope of the duty of fair representation, which preempts all state-law claims seeking recovery based on such representation, Plaintiffôs claim should be dismissed.

b. LMRA Preemption

In addition to the NLRA preemption, Section 301 of the Labor-Management Relations Act of 1947 (ñLMRAò), 29 U.S.C. § 185, completely preempts and allows removal of ñclaims founded directly on rights created by collective-bargaining agreements, and also claims ósubstantially dependent on analysis of a collective-bargaining agreement.ôò *Caterpillar Inc. v. Williams*, 482 U.S. 386, 394 (1987).

Plaintiffôs Petition complains of the Unionôs hiring hall procedures, which are contained in the collective bargaining agreement. In order to establish a right to recovery against either their Union or employer in this circumstance, Plaintiff must prove the two essential elements of a ñhybridò § 301 action: (1) the Union breached its duty of fair representation in its handling of the grievance; and (2) the employer breached the collective bargaining agreement by terminating Plaintiff. *See, e.g., Chauffeurs, Teamsters & Helpers v. Terry,* 494 U.S. 558, 564 (1990) (stating, ñWhether the employees sues both the labor union and the employer or only one of those entities, he must prove the same two facts to recover money damages: that the employerôs action violated the terms of the collective bargaining agreement and that the union breached its duty of fair representation.ò); *Jones v. United Parcel Service,* 461 F.3d 982, 994 (8th Cir. 2006).

Plaintiffôs exclusive claim against the Union is necessarily founded on rights created by the collective bargaining agreement and is also substantially dependent on analysis of the collective bargaining agreement, because Plaintiffôs right to recover against the Union requires that Plaintiff also establish a breach of the collective bargaining agreement. Specifically, Plaintiff cannot establish that a breach of the hiring hall procedure occurred without an analysis and interpretation of the procedures written in the collective bargaining agreement. It follows that Plaintiffôsô claims against the Union are completely preempted and removable under LMRA § 301. *See Holschen v. International Union of Painters and Allied Trades/Painters District Council #2,* 598 F.3d 454, 461 (8th Cir. 2010) (state Human Rights Act claim was preempted where Plaintiff alleged that the union had ñblackballedò him by not referring his name to prospective employers through the unionôs hiring hall, since ñthe resolution of [Plaintiffôs] state law claim would depend upon the meaning of the CBAsò); *Trustees of Twin City Bricklayers Fringe Benefit Funds v. Superior Waterproofing, Inc.*, 450 F.3d 324, 330 (8th Cir. 2006) (holding LMRA § 301 completely preempts state law claims ñfounded on rights created byò a collective bargaining agreement or ñwhose resolution is substantially dependent upon or óinextricably intertwinedô with interpretation of the terms of such an agreementò); *Allis-Chalmers Corp. v. Lueck*, 471 U.S. 202, 213 (1985) (holding that even tort claims are governed by federal law if their evaluation is ñinextricably intertwined with consideration of the terms of [a] labor contractò).

Plaintiff cannot veil these federal causes of action against the Union Defendants as state-law claims. Accordingly, because Plaintiffôs claim is based upon preempted state-law causes of action, Plaintiff has failed to state a claim against the Union and the claim should be dismissed.

D. PLAINTIFF FAILS TO PLEAD THE NECESSARY ELEMENTS FOR A COGNIZABLE CLAIM AGAINST THE UNION DEFENDANTS

Even if Plaintiff had brought her claim against the Union Defendants under the NLRA and the LMRA, the allegations contained in Plaintiffôs Petition are still insufficient to state a claim.

To set forth a sufficient claim for breach of the duty of fair representation, a plaintiff must allege facts that support a plausible conclusion that the ñUnionôs conduct towards him was ôarbitrary, discriminatory, or in bad faith.ôö *Hansen v. Qwest Communications*, 564 F.3d 919, 923 (8th Cir. 2009) (quoting *Vaca*, 386 U.S. at 190); *see also Cross v. United Auto Workers, Local 1762*, 450 F.3d 844, 847 (8th Cir. 2006). Plaintiff failed to assert any factual allegations to support its single conclusory statement that the Union acted arbitrarily, discriminatorily, or in bad faith in its representation of Plaintiff. Because the Petition for Damages is utterly devoid of factual allegations against the Union, Plaintiff has failed to sufficiently plead a claim that the Union violated its duty of fair representation.

Without any allegations that the Union violated its duty of fair representation, Plaintiff also cannot establish a right to recovery from the Union under Section 301 of the LMRA. As stated above, Plaintiff must prove the two essential elements of a ñhybridò § 301 action: (1) the Union breached its duty of fair representation in its handling of the grievance; and (2) the employer breached the collective bargaining agreement by terminating Plaintiff. *See, e.g.*, *Chauffeurs, Teamsters & Helpers v. Terry,* 494 U.S. 558, 564 (1990) (stating, ñWhether the employees sues both the labor union and the employer or only one of those entities, he must prove the same two facts to recover money damages: that the employerôs action violated the terms of the collective bargaining agreement and that the union breached its duty of fair representation.ö); *Jones v. United Parcel Service,* 461 F.3d 982, 994 (8th Cir. 2006). Because Plaintiff has not alleged any facts that would establish a breach of the duty of fair representation against the Union, Plaintiff has failed to plead a claim under Section 301 of the LMRA.

E. PLAINTIFFôS CLAIM IS BARRED BY THE STATUTE OF LIMITATIONS FOR DUTY OF FAIR REPRESENTATION CLAIMS

In addition to the pleading infirmities of Plaintiffôs Petition for Damages, Plaintiffôs cause of action is also barred by the Statute of Limitations for DFR claims. A six-month statute of limitations governs claims for breach of the duty of fair representation. *DelCostello v. Int'l Bhd. of Teamsters*, 462 U.S. 151, 169-71 (1983); *Hagerman v. United Transp. Union, 281 F.3d 1189 (10th Cir. 2002)*. The statute of limitations period ñòbegins to run when an employee knows or in the exercise of reasonable diligence should have known or discovered the acts constituting the unionôs alleged violations.öö *Arnold v. Air Midwest, Inc*., 100 F.3d 857, 860 (10th Cir. 1996) (quoting *Lucas v. Mountain States Tel. & Tel.,* 909 F.2d 419, 420-21 (10th Cir. 1990).

As discussed in the previous sections, it is clear that although couched as a gender discrimination action under Missouri law, Plaintiff has in fact alleged a breach of the federal duty of fair representation claim, which preempts the state law claim in its entirety. Thus, the six month statute of limitations for DFR claims applies. Here, even if Plaintiff has properly stated a cognizable claim against the Union Defendants under the NLRA and LMRA, Plaintiffôs claim must still be dismissed because it is barred by the six-month statute of limitations.

It is apparent from the face of the complaint that Plaintiff knew of the acts constituting the alleged breach of the duty of fair representation when she filed her charge with the Missouri

Commission on Human Rights on July 25, 2013. A copy of the Charge in that action is attached hereto as Exhibit B.[1] The allegations pled in the Charge mirror the factual allegations Plaintiff pled in the Petition for Damages. Specifically, the Charge states that Plaintiff had been laid off from work with SJHP, and that Plaintiff had not been called back to work. *See* Exhibit B. At the very latest, Plaintiff knew or should have known of the alleged DFR breach by the Union Defendants as of July 25, 2013, when she filed the charge. Because the instant matter was filed nearly a year after that charge was filed, it is time barred by the six month statute of limitations for DFR claims.

For the foregoing reasons, this Court should dismiss the claim against the Union Defendants contained in Plaintiffôs Petition for Damages, and thus, dismiss the Union Defendants as parties to this action.

Respectfully submitted,

BLAKE & UHLIG, P.A.
/s/ Cara R. Sronce
Cara R. Sronce
cbs@blake-uhlig.com
/s/ Charles Schwartz
Charles R. Schwartz
crs@blake-uhlig.com
475 New Brotherhood Building
753 State Avenue

[1] Although Plaintiff pled that she timely filed her Charge with the Missouri Commission on Human Rights, the Charge itself was not attached to Plaintiff's Complaint. Because this document is "necessarily embraced by the pleadings," it is appropriate for the Court to consider it on a motion to dismiss. *See Minnesota Majority v. Mansky*, 708 F.3d 1051, 1056 (8th Cir. 2013).

Kansas City, Kansas 66101
Telephone: (913) 321-8884
Facsimile: (913) 321-2396

ATTORNEYS FOR DEFENDANTS PLUMBERS AND PIPE FITTERS LOCAL 45 AND GARY SILVEY, JR.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 4h day of September, 2014, the foregoing was electronically filed with the Clerk of the Court by using the CM/ECF system which sent electronic notification to the following:

Mark A. Jess
Christie Jess
John J. Ziegelmeyer III
EMPLOYEE RIGHTS LAW FIRM
Law Firm of Mark A. Jess, LLC
Kansas City Livestock Exchange Building
1600 Genessee, Suite 842
Kansas City, MO 64102-5639

ATTORNEYS FOR THE PLAINTIFF

Carol Burnett
Katherine Sangha
Polsinelli, PC
900 W. 48th Place, Suite 900
Kansas City, MO 64112

ATTORNEYS FOR DEFENDANTS ST. JOSEPHꞌS PLUMBING AND HEATING AND DEWAYNE LISTER

Aaron Johnson
Summers & Johnson, PC
717 Thomas St.
Weston, MO 64098

ATTORNEY FOR DEFENDANT DOUG BURKETT

/s/ Cara R. Sronce
Cara R. Sronce
cbs@blake-uhlig.com